

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONSTER VISION, LLC		01/10/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	SPRING CAPITAL PARTNERS III, L.P.		
Street Address:	2 EAST READ STREET		
City:	BALTIMORE		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86090438	SNAPCAB	
Serial Number:	85300696	MONSTER MEDIA 3-D	
Serial Number:	85300694	MONSTER MEDIA	
Serial Number:	78303547	MONSTER MEDIA	
Serial Number:	77805665	IPOP	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	704-343-2000		
Email:	KSALTRICK@MCGUIREWOODS.COM		
Correspondent Name:	McGUIREWOODS LLP		
Address Line 1:	201 NORTH TRYON STREET		
Address Line 2:	ATTENTION: ROBERT CRAWFORD, ESQ.		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		

OP \$140.00 86090438

ATTORNEY DOCKET NUMBER:	2057887-0003/CRAWFORD
NAME OF SUBMITTER:	Robert A. Crawford/McGuireWoods LLP
Signature:	/s/ Robert A. Crawford
Date:	01/10/2014
Total Attachments: 5 source=USPTO Trademark Coversheet#page1.tif source=USPTO Trademark Coversheet#page2.tif source=USPTO Trademark Coversheet#page3.tif source=USPTO Trademark Coversheet#page4.tif source=USPTO Trademark Coversheet#page5.tif	

EXECUTION VERSION

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF DECEMBER 20, 2013, BETWEEN SUNTRUST BANK, AS SENIOR CREDITOR, AND SPRING CAPITAL PARTNERS III, L.P., AS AGENT TO THE SUBORDINATED CREDITORS (THE “*SUBORDINATION AGREEMENT*”) TO THE “*SENIOR DEBT*” (AS DEFINED IN THE SUBORDINATION AGREEMENT), AND EACH PARTY TO OR HOLDER OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 10, 2014 (this “*Agreement*”), is made by MONSTER VISION, LLC, a Florida limited liability company (the “*Company*”) and MONSTER PATENTS, LLC, a Florida limited liability company (each, including the Company, a “*Debtor*” and collectively, the “*Debtors*”), in favor of SPRING CAPITAL PARTNERS III, L.P., a Delaware limited partnership (as agent on behalf of itself and the Secured Parties (as defined in the Investment Agreement referenced below), “*Agent*”).

RECITALS

A. Agent, together with the other Investors named a party thereto, has agreed to make an investment in the Company pursuant to the terms of that certain Investment Agreement of even date herewith (as may be amended from time to time, the “*Investment Agreement*”), by and among the Company, certain subsidiaries of the Company, Agent and the other parties thereto.

B. In connection with the Investment Agreement and pursuant to that certain Security Agreement of even date herewith (the “*Security Agreement*”), in order to obtain the benefits referred to therein, the Debtors have granted to Agent (on behalf of itself and the Secured Parties (as defined in the Investment Agreement)) a security interest in substantially all of its property and assets, including, without limitation, the Collateral referred to in Section 1 below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Debtors and Agent agree as follows:

1. Grant of Security Interest. Each Debtor hereby grants to Agent a security interest in and to all of Debtor’s right, title and interest in and to the following (the “*Collateral*”):

(a) The United States and foreign patent, copyright, trademark and service mark registrations, applications, and licenses, web codes and domains, all as set forth on Exhibit A hereto, as may be supplemented from time to time by supplements to this Agreement that may be executed and delivered by the Debtors to Agent from time to time (the “*Intellectual Property*”);

(b) Any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Intellectual Property, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) Any and all proceeds of the foregoing.

2. **Security for Obligations.** The pledge and collateral assignment of, and the grant of a security interest in, the Collateral by each Debtor under this Agreement secures the payment of all Obligations (as defined in the Investment Agreement) of Debtor now or hereafter existing under or in respect of the Investment Documents (as defined in the Investment Agreement), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. **Recordation.** Each Debtor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. **Termination; Partial Releases.**

(a) Subject to reinstatement in accordance with Section 5 below, this Agreement will terminate upon the payment, performance and satisfaction in full of all Obligations (other than contingent indemnification obligations). Upon such termination, Agent, at the request and sole expense of Debtor, shall execute and deliver to Debtor all releases or other documents reasonably necessary or desirable to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Debtor in a transaction expressly permitted under Section 7.5 of the Investment Agreement, then Agent, at the request and sole expense of such Debtor, shall execute and deliver to such Debtor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral.

5. **Reinstatement.** Debtor agrees that this Agreement shall continue to be effective or be reinstated, as the case may be, at any time payment received by any Secured Party in respect of any obligation secured hereby is rescinded or must be restored for any reason, or is repaid by any Secured Party in whole or in part in good faith settlement of any pending or threatened avoidance claim.

6. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

7. **Grants, Rights and Remedies.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement, and each Debtor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


8. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Maryland.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

DEBTORS:

MONSTER VISION, LLC

By: 
Name: Chris Beauchamp
Title: Chief Executive Officer

MONSTER PATENTS, LLC

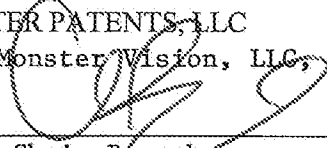
By: Monster Vision, LLC, its manager
By: 
Name: Chris Beauchamp
Title: Chief Executive Officer

EXHIBIT A

Patents and Patent Applications

Debtor	Patent Title	Patent Serial Number	Patent Number	Date of Application	Date of Issuance
Monster Patents, LLC	Computer Kiosk	29434799		10/17/2012	Pending
Monster Patents, LLC	Computer Kiosk and Related Systems and Methods	13603583		9/5/2012	Pending

Trademarks and Trademark Applications

Debtor	Trademark Title	Serial Number	Trademark Registration Number	Date of Application	Date of Registration
Monster Vision, LLC	SNAPCAB	86090438		10/14/13	Pending
Monster Vision, LLC	MONSTER MEDIA 3-D	85300696	4156623	4/21/11	6/12/12
Monster Vision, LLC	MONSTER MEDIA	85300694	4156622	4/21/11	6/12/12
Monster Vision, LLC	MONSTER MEDIA	78303547	3058680	9/22/03	2/14/06
Monster Vision, LLC	IPOP	77805665	4302925	8/17/09	3/12/13

Domain Names

www.monstermedia.net
www.monstermedia3d.net